

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

RECEIVED

2008 MAR -3 P 4 20

VILLAGE MANOR, INC.,  
CLEVELAND DEVELOPMENT,  
INC., SOUTHEASTERN LIHTC  
MANAGEMENT, INC., R. TIMOTHY  
SINGLETON, SINGLETON &  
ASSOCIATES, INC.,

Plaintiffs,

v.

ARCH SPECIALTY INSURANCE  
COMPANY, SCOTTSDALE  
INSURANCE COMPANY, CHUBB  
INSURANCE COMPANY, MARSH  
USA, INC.,

Defendants.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

CIVIL ACTION NO.:

2:08CV149-T

DEBRA P. HASKETT, CLK.  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA.

JOINDER IN AND CONSENT TO REMOVAL

COMES NOW Scottsdale Insurance Company ("Scottsdale"), by and through its undersigned counsel, and joins in and consents to the removal of the above-styled case from the Circuit Court of Montgomery County, Alabama, to the United States District Court for the Middle District of Alabama, Northern Division. Scottsdale's joinder in and consent to removal is without waiver of any defenses, including, but not limited to, lack of personal jurisdiction, insufficient process, insufficient service of process,

improper venue, failure to state a claim upon which relief can be granted, the subject Third-Party Complaint is improper and due to be dismissed by this court, and failure to join a party under F.R.C.P. 19.

As set forth in Scottsdale's affidavit in support of the Notice of Removal, Scottsdale's state of incorporation is Ohio and its principal place of business is located in Scottsdale, Arizona.

Attached hereto is Scottsdale Insurance Company policy number BCS0009542 naming as the insured Singleton & Associates, Inc. with a policy period of January 1, 2005 to January 1, 2006.

Signed this the 3<sup>rd</sup> day of March, 2008.



---

Edgar M. Elliott, IV (ASB-1083-E61E)  
Michael A. Vercher (ASB-4976-H32M)  
Attorneys for Defendant Scottsdale  
Insurance Company

OF COUNSEL:  
CHRISTIAN & SMALL LLP  
505 North 20<sup>th</sup> Street, Suite 1800  
Birmingham, AL 35203  
Telephone: (205) 795-6588  
Facsimile: (205) 328-7234  
[emelliott@csattorneys.com](mailto:emelliott@csattorneys.com)  
[mavercher@csattorneys.com](mailto:mavercher@csattorneys.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I have this date served a copy of the above and foregoing upon all counsel of record in this cause by placing a copy of same in the United States mail, postage prepaid, addressed as follows on this the day of 3<sup>rd</sup> day of March, 2008:

Michael Guy Holton  
FULLER, TAYLOR & HOLTON,  
P.C.  
5748 Carmichael Parkway  
Suite D  
Montgomery, AL 36117


Spence A. Singleton  
P.O. Box 240894  
Montgomery, AL 36124

Walter J. Price, III  
HUIE, FERNAMBUCQ &  
STEWART, LLP  
Three Protective Center  
Suite 200  
2801 Highway 280 South  
Birmingham, AL 35223-2484

Robert E. Poundstone, IV  
BRADLEY, ARANT, ROSE &  
WHITE, LLP  
Alabama Center for Commerce  
401 Adams Avenue  
Suite 780  
Montgomery, AL 36104

Thomas A. Kendrick  
Matthew W. Robinett  
NORMAN, WOOD, KENDRICK &  
TURNER  
Financial Center  
Suite 1600  
505 20<sup>th</sup> Street North  
Birmingham, AL 35203

  
\_\_\_\_\_  
OF COUNSEL

Renewal of Number <b>NEW</b>	 <b>SCOTTSDALE INSURANCE COMPANY*</b>	Policy Number <b>BCS0009542</b>
Home Office: One Nationwide Plaza - Columbus, Ohio 43215 Administrative Office: 8877 North Galway Center Drive, Scottsdale, Arizona 85258 1-800-423-7675 (outside Arizona) A STOCK COMPANY		
<b>COMMON POLICY DECLARATIONS</b>		
<b>Item 1. Named Insured and Mailing Address</b>		
<b>SINGLETON &amp; ASSOCIATES, INC.;</b> <b>SEE SCHEDULE OF NAMED INSURED</b> <b>2302 WYNOAKS DR</b> <b>PRATTVILLE AL 36067</b>		
<b>Agent Name and Address</b>		
<b>HEATH INSURANCE BROKERS INC</b> <b>2859 PACES FRY RD STE 1500</b> <b>ATLANTA GA 30339-6211</b>		
Agent No. 10714		Program No.: NONE
<b>Item 2. Policy Period</b>		
From:	01-01-05	To: 01-01-06
Term: 1		Year
12:01 AM, Standard Time at your mailing address		
<b>BROKERAGE</b>		

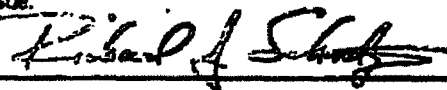
Business Description: **APARTMENT OWNER****CASUALTY**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial General Liability Coverage Part	\$ <u>63,000.00</u>
Commercial Property Coverage Part	\$ <u>NOT COVERED</u>
Commercial Crime Coverage Part	\$ <u>NOT COVERED</u>
Commercial Inland Marine Coverage Part	\$ <u>NOT COVERED</u>
Commercial Auto (Business Auto or Truckers) Coverage Part	\$ <u>NOT COVERED</u>
Commercial Garage Coverage Part	\$ <u>NOT COVERED</u>
Professional Liability Coverage Part	\$ <u>NOT COVERED</u>
	\$ _____
	\$ _____
	\$ _____
Total Policy Premium	\$ <u>63,000.00</u>
	\$ _____
	\$ _____

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements



THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

OPS-D-1 (12-00)

**COMPANY ISSUED POLICY****EXHIBIT**

Attachment to  
Scottsdale's Binder  
in and Consent to  
Removal



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**

Policy No. BCS0009542

Effective Date: 01-01-05

12:01 A.M., Standard Time

Named Insured SINGLETON &amp; ASSOCIATES, INC.;

Agent No. 10714

**Item 1. Limits of Insurance**

Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ <u>2,000,000</u>	Products/Completed Operations Aggregate
	\$ <u>2,000,000</u>	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ <u>1,000,000</u>	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	\$ <u>50,000</u>	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ <u>1,000,000</u>	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ <u>NOT COVERED</u>	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

**Item 2. Form of Business and Location of Premises**

Form of Business: APARTMENT OWNER

☐ Individual    ☐ Partnership    ☐ Joint Venture    ☐ Trust    ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

**Item 3. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

**Item 4. Premiums**

Coverage Part Premium:	\$	63,000.00
Other Premium:	\$	
Total Premium:	\$	63,000.00

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.